

(A. STEPHEN & FRANCES PHILLIPS

BORROWER	OUR INVEST.	% INT.	TERM	DATE FUNDED	TOTAL LOAN	# OF INVESTORS	
1 WASCO INVESTMENTS, LLC	50K	12%	12 mo.	1/31/05	6,450,000	87	THIS LOAN EXTENDED TO 12/2006
2 DEL VALLE CAPITAL CORP.	50K	12%	12 mo.	8/30/05	18,000,000	220	
3 BUNDY CANYON LAND DEVELOPMENT, LLC	50K	12%	12 mo.	12/30/05	2,300,000	34	
4 BAY POMPANO BEACH, LLC	50K	12 1/2%	12 mo.	5/10/05	31,000,000	391	OUR PRINCIPAL PAID DOWN TO \$37,005,78
5 FOX HILLS ZIL, LLC	50K	12 1/2%	12 mo.	1/26/06	25,755,000	292	

NOTE: LOANS 1, 2 & 3 ARE OWNED BY A. STEPHEN AND FRANCES PHILLIPS

LOANS 4 & 5 ARE OWNED BY FRANCES E. PHILLIPS

EXHIBIT A

Investor: A. Stephen Phillips and Frances E. Phillips, Trustees of the Phillips Family Trust dated 10/24/89

SPECIAL POWER OF ATTORNEY

The undersigned, does hereby appoint USA Commercial Mortgage Company my true and lawful attorney to perform services related to the following loan in which I own a beneficial interest. A loan is being made to **Wasco Investments, LLC** (the "Borrower") in an amount up to Nine Million Dollars (\$9,000,000). In connection with the Loan, the Borrower executed a promissory note (the "Note") and a Deed of Trust and Assignment of Rents (the "Deed of Trust") to Fidelity National Title Company as Trustee, in favor of Lender as beneficiary. The Deed of Trust was dated as of November 19, 2004 and recorded on December 6, 2004 as Instrument No. 04-298914 in the Official Records of Kern County, California. Capitalized terms used herein and not otherwise defined herein are used with the meanings given them in the Note and Deed of Trust.

The services to be performed are described below:

a. To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account and demand, (which is now due or hereafter shall become due, owing and payable) belonging to or claimed by it in connection with the Loan, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor;

b. To exercise any or all of the following powers as to the Deed of Trust, and the real property and personal property encumbered thereby:

(1) To execute and deliver notices of default under the Deed of Trust,

(2) To execute and deliver notice(s) of breach and election to sell and all other necessary documents in connection with a trustee's sale under the Deed of Trust.

(3) To execute and deliver full and/or partial reconveyances of the Deed of Trust upon the payment therefor to the undersigned, as required by the Deed of Trust, which payments to the undersigned are to be made directly to the undersigned, in proportion to their respective interests, and not to said attorney-in-fact; and

(4) In the event of a foreclosure of the Deed of Trust, to sell the real property for the satisfaction of the indebtedness secured by it;

(5) To execute any and all the subdivision map(s) affecting the real

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property encumbered by the Deed of Trust; and to execute any certificates or documents to permit the recording of covenants, conditions, and restrictions of record (CC & R's) affecting the real property encumbered by the Deed of Trust, or any amendments or revocations thereof, that are appropriate or necessary for the development of the real property;

(c) To modify and amend the Note or Deed of Trust on such terms and conditions as required by the Loan Agreement, subject to the provisions of this Declaration.

This power of attorney shall not be effective to authorize any transaction that subordinates the priority of the recorded deed of trust that secures this loan unless accompanied by a writing issued by the undersigned that consents to such subordination.

This power of attorney shall not be effective to authorize the use or release of money in which the undersigned owns a beneficial interest for any purpose except for the provision of the services described above relating to the loan described above unless accompanied by written authorization by the undersigned for the use or release of money for the other purpose.

This power of attorney is effective for the term of the loan after the date executed but may be extended for additional increments not to exceed six (6) months each if authorized in writing by the undersigned. Only one such authorization may be given for an extension during each extension period.

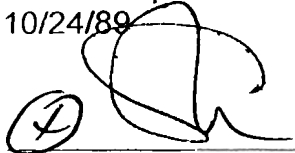
I give and grant to my said attorney full power to execute in my name contracts, escrow instructions, conveyances, mortgages, deeds of trust, and all other documents necessary to carry out the services described herein as fully to all intents and purposes as the undersigned might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do, or cause to be done, by virtue of these presents.

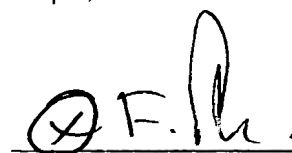
(Signature page or pages follow. This document is invalid if anything other than the signature page or pages [including the notary jurat] follow this page)

Investor: A. Stephen Phillips and Frances E. Phillips, Trustees of the Phillips Family Trust dated 10/24/89

WITNESS MY HAND this 13th day of January, 2005.

LENDER: A. Stephen Phillips and Frances E. Phillips, Trustees of the Phillips Family Trust dated 10/24/89

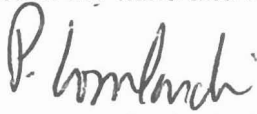

A. Stephen Phillips, Trustee


Frances E. Phillips, Trustee

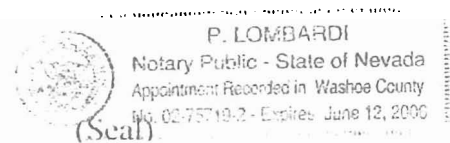
STATE OF NV)
) ss
COUNTY OF Washoe)

On 1/13, 2005, before me, P. Lombardi, a Notary Public in and for said State, personally appeared **A. Stephen Phillips, Trustee of the Phillips Family Trust dated 10/24/89** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



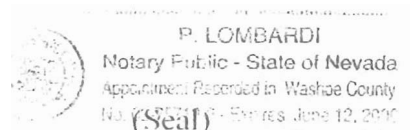
Signature



STATE OF NV)
) ss
COUNTY OF Washoe)

On 1/13, 2005, before me, P. Lombardi, a Notary Public in and for said State, personally appeared **Frances E. Phillips, Trustee of the Phillips Family Trust dated 10/24/89** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Ex B

Investor: A. Stephen Phillips and Frances E. Phillips, Trustees of the Phillips
Family Trust dated 10/24/89

A handwritten signature in dark ink, appearing to read "P. Lombardi", is written over a horizontal line.

Signature